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CONTRACT

FOR

1987-----1989

BETWEEN THE

FLEMINGTON-RARITAN EDUCATION ASSOCIATION

(*Secretarial Staff*)

AND THE

FLEMINGTON-RARITAN REGIONAL BOARD OF EDUCATION

(*Employer*)

SECRETARIAL CONTRACT

x *July 1, 1987 - June 30, 1989*

PREAMBLE

This Agreement is entered into this first day of July 1987, by and between the Flemington-Raritan Regional School District of the County of Hunterdon, State of New Jersey, hereinafter called the "Board" and the Flemington-Raritan Education Association, hereinafter called the "Association."

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ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Flemington-Raritan Education Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all secretaries under contract by the Board, except those not properly includable in the unit. .

B. Definition of Employee

Unless otherwise indicated, the term 'employee' when hereinafter used in this Agreement shall refer to those secretaries who are employed as full-time employees performing duties normally defined as 'secretarial' in nature who are not properly excluded from the unit by law.

The Secretary to the Superintendent, Secretary to the Board Secretary/Business Officer, Secretary to the Administrative Assistant for Non-Instructional Services and employees hired on a temporary or part-time basis or special employees (handicapped programs, etc.) are excluded from the unit.

C. The Building Principal, for the purpose of this contract, shall mean Building Principal, Vice Principal and/or his/her designee.

D. Management Rights

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district; and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency, as determined by the Superintendent or the Board of Education.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement concerning the terms and conditions of employment. The negotiations shall begin on or about November 15 of the calendar year preceding the calendar year in which this Agreement expires.

B. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

C. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is an appeal by an employee based upon the interpretation, application, or alleged violation of this Agreement.

2. A complaint of an employee which arises by reason of his not being re-employed shall not be grievable.

B. To be considered under this procedure, a grievance must be initiated by the employee or group of employees within fifteen (15) working days from the time the employee or group of employees knew or should have known of its occurrence

C. A "party of interest" is a person or persons making the claim and any person who might be required to take action, or against whom action might be taken, to resolve the claim.

D. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may arise from time to time affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

E. Procedure

1. Since it is important that grievances be processed rapidly, the number of days indicated at each level should be considered as maximum. The time limits specified, however, may be extended by mutual agreement and shall be exclusive of scheduled vacation and sick leave.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
4. Working days shall be interpreted as days when the Central Office is open.

F. Level 1

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall set forth his/her grievance, in writing on the approved form, to the Building Principal with a copy to the Association specifying:

- a. the matter in dispute, including all pertinent facts
- b. the reasons given by the supervisor for his/her decision
- c. counterarguments of the grievant
- d. the grievant's request.

This document shall contain all points to be included in the grievance. The Principal shall respond, in writing, specifically to the points raised by the grievance, introduce any additional reasons for his/her decision, and conclude with his/her decision, with reasons in writing, to the employee, the Building Principal, and the Association.

Level 4

If the grievance is not resolved to the employee's satisfaction, the employee, not later than six (6) working days after receipt of the Superintendent's decision, may

request a review by the Board. The request shall be submitted, in writing, through the Secretary of the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary of the Board shall request all related papers from the Superintendent and forward them to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee and the Association within eighteen (18) working days of receipt of the grievance by the Board.

Level 5

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by an Arbitrator for a grievance over the interpretation, application, or alleged violation of the Agreement, the Association shall notify the Board, through the Secretary to the Board, within ten (10) working days of receipt of the Board's decision.

G. Limitation on Arbitration

Decisions of the Superintendent in the following matters shall be final and such decision shall not be subject to appeal to the Board:

- a. any matter for which a method of review is prescribed by law;
- b. any rules or regulations of the State Commissioner of Education;
- c. Policies of the Board of Education or administrative decisions;
- d. any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone;
- e. a complaint of any employee which arises by reason of not being re-employed;
- f. any other provisions of this Contract that are contingent upon approval of the Superintendent or the Board of Education, if reasons are given for the failure to approve the request.

H. The following procedure will be used to secure the services of an Arbitrator:

1. The Association shall request the Public Employment Relations Commission to submit a roster of persons qualified to function as an Arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory Arbitrator from the submitted list, they will request that the Public Relations Commission submit a second roster of names.
3. If the parties are unable to determine a mutually

satisfactory Arbitrator from the second submitted list, within ten (10) working days of the initial request for Arbitration, the Public Employment Relations Commission may be requested by either party to designate an Arbitrator. Both parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

4. The Arbitrator so selected shall confer with the representatives of the Association and the Board, shall hold hearings promptly, and shall issue the decision not later than twenty (20) days from the date of the close of hearings; or, if oral hearings have been waived, then he/she shall issue his/her decision not later than twenty (20) days from the date on which the final statements and proofs on the issues were submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator shall be limited to the issue submitted and shall consider nothing else. The Arbitrator can add nothing to nor subtract anything from the Agreement between the parties. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be binding on both parties.
5. Each party shall pay their own attorney fees and then share all other costs equally.

I. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. Forms for filing grievances shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
3. All meetings and hearings under this procedure shall be conducted privately and shall include only such interested parties and their designated or selected representatives heretofore referred to in this Article,

ARTICLE IV

EMPLOYEE'S RIGHTS AND PRIVILEGES

- A. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which will adversely affect the continuation of the employee in his/her position, employment or the salary or any increments pertaining thereto, then

he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a

representative of the Association present to advise him/her and/or to represent him/her during such meeting/interview.

- B. An employee may be represented at any time by a representative of his/her own choosing.
- C. Any action by the Board or any agent thereof which results in an employee being disciplined, reprimanded or reduced in compensation, which said employee alleges was without just cause, shall be subject to the grievance procedure.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations. These representatives shall secure prior approval of the Building Principal in conformance with the Board Policy for use of School Buildings.
- C. The Association shall have the right to use the interschool mail facilities and the school mail boxes for official Association business, with prior yearly approval of the Building Principal.
- D. The Board shall permit a designated regular member of the Association to visit the schools to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Such visits shall be conducted during off-duty hours and with prior knowledge of the Building Principals involved.

ARTICLE VI

DAILY WORK HOURS

A. GENERAL

- 1. Schedule for the workday shall be established by the immediate supervisor and/or Building Principal.

2. In scheduling lunch hours and daily work hours, the first consideration shall be the needs of the school, with the final decision being the responsibility of the Principal.

B. WORK DAY

1. The work day shall consist of seven (7) hours and twenty (20) minutes exclusive of a forty (40) minute lunch period. An additional break time of twenty (20) minutes shall be allowed as arranged with the Principal.
2. On days when school is not in session, the work day shall consist of six (6) hours excluding a sixty (60) minute lunch period.
3. On days when schools are closed due to inclement weather or emergency conditions, secretaries shall not be requested to work and shall suffer no loss of salary or benefits. However, if in the opinion of the Building Administrator there is a demonstrable need for secretarial services, secretaries may be required to work.

ARTICLE VII

OVERTIME

A. Definition

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after daily work hours.

1. All overtime will be rounded to the nearest 1/4 hour at the end of each pay period. This will be remunerated at the rate of time and one-half of the hourly salary.
2. There shall be a one (1) hour minimum in all cases where an employee stays to work overtime.
3. Overtime on holidays, as designated in Schedule "B", shall be remunerated at the rate of two times the hourly salary. The employee may, however, work on a holiday at regular pay and receive compensatory time equivalent to the time worked, as approved by the Building Principal.

B. Responsibility

It shall be the responsibility of the Building Principal to designate an employee or employees to work overtime according to the following procedure:

Employees shall be requested to work overtime, in their respective buildings on a rotating basis, in order of seniority.

C. Call Time and Overtime

1. An employee called in to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours.
2. Overtime shall be paid at the rate of time and one-half of the employee's regular hourly rate of pay. For the purpose of determining the work week, the following shall be counted as regular work days:
 - a. Holidays - as designated in Schedule "B"
 - b. Paid sick days
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leave

ARTICLE VIII

VACATION AND HOLIDAYS

A. VACATION SCHEDULE

1. Vacation eligibility shall be determined as of July 1st. Vacation benefits shall be accrued according to the following:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>ELIGIBLE WEEKS</u>
0 - less than 6 months	0
6 months to less than 1 year	1
1 year - 5 years	2
6 years - 9 years	3
10 years - 14 years	4
15 years or more	Add 1 day on the 15th year and every 3 years thereafter

2. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing.
3. Vacation time shall be scheduled at any time, providing sufficient notice has been given to the immediate supervisor. This shall be subject to the recommendation of the immediate supervisor and approved by the Building Principal. Granting of said vacation time shall not be arbitrarily nor capriciously denied.
4. A maximum of five vacation days may be accrued for transfer to the following year. This limitation will not be applied to accumulations accrued on or before September 1, 1983.

B. Holiday Schedule

1. The holiday schedule shall be developed by the Board each year, but shall not be less than sixteen (16) days.
2. The holiday schedule will be attached to this Agreement as Schedule "B".

ARTICLE IX

EMPLOYMENT PROCEDURES

A. Evaluation Procedure

All new employees shall be evaluated during their probationary period. In addition, all employees shall be evaluated by the Administrator in charge at least one (1) time in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and the Administrator in charge of that employee for the purpose of identifying deficiencies and extending assistance for their correction. Written evaluations shall be completed by April 30th of each year.

1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
2. An employee shall be given a copy of any visit or evaluation report at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in an employee's file, or otherwise acted upon without prior conference with the employee, unless the employee does not avail himself/herself of a conference within thirty (30) calendar days from the receipt of the evaluation.

3. Reports

Evaluation reports shall be presented to each employee by his/her Building Principal in accordance with the following procedures:

- a. Such reports shall be issued in the name of the Building Principal based on a compilation of reports and observations by any or all supervisory personnel who come in contact with the employee in a supervisory capacity.
- b. Such reports shall be addressed to the employee.

c. Such reports shall be written and shall include:

- (1) Strengths of the employee as evidenced during the period since the previous report.
- (2) Weaknesses of the employee as evidenced during the period since the previous report.
- (3) Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- (4) Recommendation for salary guide placement and contract renewal.

4. Personnel Records

File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies, at Board expense, of any documents contained therein. Any employee shall be entitled to have a representative of the Association accompany him/her during such review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the employee fails to sign the material within ten (10) days of the employee's receipt of such material for review, the material will be placed in the file noting that the ten (10) day limit for signature had expired. The employee also shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

C. Resignation

1. An employee who is resigning from his/her position shall give two (2) weeks' written notice.
2. Accrued vacation shall be paid according to the proportion of full months worked to the total contract year. No accrued vacation will be paid unless two (2) week written notice of resignation has been given.

D. Notification

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE X

PROCEDURES FOR FILLING VACANCIES

- A. All known vacancies shall be posted. Applications concerning this vacancy from Association members must be received within five (5) working days of the notice to be considered as candidates for this position. Notice of the decision shall be posted within five (5) days after official action by the Board.
- B. Employees who desire a change in rank and/or assignment or who desire to transfer to another building may file a written request of such desire at any time via their Building Principal or immediate supervisor to the Superintendent. Such request shall include rank, position, and the school or schools to which the employee desires to be transferred, in order of preference.
- C. Notice of a transfer or reassignment which changes working hours only shall be given to the employee at least five (5) working days prior to transfer or reassignment.
- D. Any transfer or reassignments shall be made only after a meeting between the employee involved and the appropriate supervisor, at which time the employee shall be notified of the reason thereof.

ARTICLE XI

SICK LEAVE

- A. All employees shall be entitled to twelve (12) sick leave days, with pay, each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Upon retirement from the District, employees shall be compensated for accumulated sick leave at the rate of \$20.00 for each two (2) days accumulated, to a maximum of \$1,000.00. Employees must have five (5) years of service in the District. Retirement shall be defined to be in concert with the rules and regulations of the Public Employees Retirement System.
- C. All employees shall be entitled to use a maximum of five (5) of the year's allotted twelve (12) sick days for illness of a member of the immediate family.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

As of July 1, employees shall be entitled to the following temporary non-accumulative leaves of absence, with full pay, each fiscal year:

- A. Three (3) personal business days shall be granted upon the approval of the employee's request. Such a day may involve: personal business, legal, household or family matters. Application to the employee's Principal via immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies), stating the reason.
- B. Five (5) days' leave of absence, with pay, will be granted upon request when a death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents and wife's parents. When individual circumstances are such that a close relative, other than those defined as members of the immediate family, should be considered as a member of the immediate family, a special request may be granted by the Building Principal, not to exceed three (3) days.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

- A. A maternity leave of absence will be governed by the official Board Policy.
- B. Extended leaves of absence due to illness will be governed by Board Policy.

ARTICLE XIV

PROTECTION OF EMPLOYEES

- A. Secretaries shall not be required to supervise children in the school office or classroom, except in cases of extreme emergency as determined by the Building Principal.
- B. Secretarial instructions pertaining to work or schedules are to be governed by the Building Principal in charge only,
- C. Employees shall not be required to use their private vehicles nor required to drive students.
- D. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

2. Such notification shall be forwarded immediately to the Superintendent or his/her designee, who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- E. The Board will establish a fund of \$1,000 in each year of the contract (non-cumulative) that will be used to reimburse employees for loss, damage, or destruction of clothing, personal property, or automobile while in performance of their duties, up to the deductible amount of the employee's insurance, which reimbursement will not exceed two hundred dollars (\$200.00) in any case. In order to establish a claim, a complaint must have been filed with the Police Department.

ARTICLE XV

INSURANCE PROTECTION

- A. Secretaries will have the same insurance benefits as provided to the teaching staff. Any insurance benefits existing prior to the effective date of this agreement will not be reduced. All employees shall be informed, in writing, of any changes in insurance carriers and/or benefits.
- B. Individuals on leave without pay or who retire shall have the privilege of being covered under the group plans upon payment of the appropriate premiums and with the consent of the specific insurance company involved.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which are or could have been the subject of negotiations. During the term of the Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Law.

B. Separability

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

An individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this

Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed with the expense shared equally between the Board and the Association within thirty (30) days after the Agreement is signed.

E. The Board shall reimburse secretaries for job-related courses taken with prior approval of the Superintendent.

F. For the purpose of determining years of experience for placement on the salary guide, service of six (6) months from the date of employment constitutes one year.

G. All secretaries shall be allowed two days, with pay, to attend the N.J.E.A. Convention.

H. An unsatisfactory evaluation may result in the withholding of all or part of a salary increment.

I. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following address:

1. If by Association to Board at: 50 Court Street
Flemington, N. J. 08822

2. If by Board to Association at: 50 Court Street
Flemington, N. J. 08822

J. Employee-Administration Liaison

The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement, if either party feels such a meeting is desirable.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1989, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.
- B. This Agreement shall not be extended orally.
- C. Negotiations may be reopened at any time by mutual consent of Board and the Association.
- D. IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first written.

FLEMINGTON-RARITAN
EDUCATION ASSOCIATION

BY

Dorothy Gmina
President

FLEMINGTON-RARITAN REGIONAL
BOARD OF EDUCATION

BY

John Hance
President

BY

Carol M. Larrish
Board Secretary

FLEMINGTON-RARITAN REGIONAL SCHOOLS

SECRETARIAL SALARY GUIDE

SCHOOL YEAR 1987-1988

<u>Step</u>	<u>Administrative Secretary</u>	<u>12-Month¹ Secretary</u>	<u>10-Month Secretary</u>
1	13,965	13,680 ;	11,210
2	14,700	14,400	11,800
3	15,900	15,320	12,700
4	17,200	16,900	14,000
5	20,337	18,550	15,400

New Hires: 0 to 3 years experience Step 1
 4 to 6 years experience Step 2
 7 to 9 years experience Step 3
 10 to 14 years experience Step 4
 15+ years experience Step 5

FLEMINGTON-RARITAN REGIONAL SCHOOLS

SECRETARIAL SALARY GUIDE

SCHOOL YEAR 1988-1989

<u>Step</u>	<u>Administrative Secretary</u>	<u>12-Month Secretary</u>	<u>10-Month Secretary</u>
1	15,208	14,898	12,208
2	16,008	15,760	12,975
3	17,315	16,784	13,830
4	18,500	18,200	15,247
5	22,275	19,850	16,771

New Hires: 0 to 4 years experience Step 1
 5 to 7 years experience Step 2
 8 to 10 years experience Step 3
 11 to 15 years experience Step 4
 16+ years experience Step 5

FLEMINGTON-RARITAN REGIONAL SCHOOLS

SCHEDULE "B"

SECRETARIAL HOLIDAY CALENDAR

SCHOOL YEAR 1987-1988

Friday, July 3 Fourth of July
Monday, September 7. Labor Day
Thursday & Friday, November 26 & 27. Thanksgiving Recess
Thursday & Friday, December 24 and 25. Winter Recess
Monday, Thursday & Friday, December 28 & 31, January 1 . Winter Recess
Friday & Monday, February 12 & 15. Presidents' Weekend
Friday, Monday, Tuesday & Friday, April 1, 4, 5 & 8. . . Spring Recess
Monday, May 30 Memorial Day

Revised by Board of Education

June 29, 1987